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INTERSTATE COMMERCE COMMISSION

LEASE OF RAILROAD CARS

Dated as of November 15, 1968

Between

RELCO DTI, LIMITED,
Lessor

and

DETROIT, TOLEDO & IRONTON RAILROAD CO.,
Lessee

and

Assignment thereof
to

MANUFACTURERS HANOVER TRUST COMPANY,
Assignee

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LEASE OF RAILROAD CARS

THIS LEASE dated as of November 15, 1968, between RELCO DTI, LIMITED, a Pennsylvania limited partnership (the "Lessor") and DETROIT, TOLEDO & IRONTON RAILROAD CO., a ~~Michigan~~ corporation (the "Lessee"),
DELAWARE

WITNESSETH:

WHEREAS, the Lessor is the owner of the railroad cars (the "Cars"), listed in Schedule A which appears hereinbelow;

NOW, THEREFORE, in consideration of the premises and of the rentals to be paid and the covenants hereinafter mentioned to be kept and performed by the Lessee, the Lessor hereby leases to the Lessee, and the Lessee hereby hires from the Lessor, for the term and at the rentals and subject to the other terms and conditions herein set forth, the Cars listed in Schedule A which is annexed hereto and made a part hereof.

1. The term of this Lease shall begin on the date this Lease is executed by Lessee and terminate on November 14, 1983. Such period is herein called the "Term".

2. Lessee acknowledges delivery of the Cars to it as Lessee hereunder and its acceptance and possession thereof, under and subject to the terms of this Lease.

3. The Lessor warrants that it is the true and lawful owner of the Cars, free and clear of all liens and encumbrances.

4. The Lessor hereby irrevocably appoints and constitutes the Lessee its agent and attorney in fact, for and in its name and behalf, but for the account of the Lessee, to make and to enforce in its discretion, from time to time, at the Lessee's sole cost and expense whatever claim or claims the Lessor may have against the manufacturer of any of the Cars under the terms of the manufacturer's warranty thereof. The Lessor shall deliver to Lessee copies of all manufacturer's warranties, agreements and the like relating to the Cars. The Lessor, for its own account, makes no warranty or representation, either expressly or by implication, as to the fitness, design or condition of, or as to the quality of the material, equipment or workmanship in, or otherwise with respect to the Cars, it being agreed that all such risks are to be borne by the Lessee.

5. The period beginning on November 15, 1968 and ending on the day preceding the same date in the third month thereafter, and each subsequent corresponding period of three months, shall constitute for all purposes of this Lease a Fiscal Quarter. The Lessee shall pay to the Lessor at its address hereinafter mentioned during the Term in respect of each of the Cars a quarter-annual rental in the amount specified in Schedule A, payable with respect to each Fiscal Quarter on the first day thereof.

The Lessee shall also pay or cause to be paid in respect of the Cars subject to this Lease, the following amounts:

A. all amounts required to be paid by the Lessee under Section 6 hereof in preserving or replacing on the Cars the identification plates required by said Section;

B. all amounts required to be paid by the Lessee under Section 7 hereof as taxes, assessments or other governmental charges levied or assessed upon the Cars or against the Lessee or the Lessor;

C. all amounts required to be paid by the Lessee under Section 10 hereof in maintaining and repairing the Cars, or in complying with regulations relating to the Cars; under Section 8 hereof in indemnifying the Lessor against any expenses or liabilities arising from the operation of the Cars; and, under Section 4 hereof in discharging the risks assumed by Lessee as to the fitness, design or condition of the Cars;

D. all amounts required to be paid by the Lessee under Section 18 hereof in connection with the return of the Cars;

E. all amounts required to be paid by the Lessee under Section 19 hereof in connection with the filing, recording or registering of this Lease or any other documents in connection therewith; and

F. all other amounts of every kind or character required to be paid by the Lessee on account of this Lease or the operation of the Cars hereunder, other than amounts required to be paid under this Section 5, Section 11(a), Section 11(b) and Section 17 hereof.

This Lease is a net lease and the Lessee shall not be entitled to any abatement of rent or reduction thereof including, but not limited to, abatements or reductions due to any present or future claims of the Lessee against the Lessor under this Lease or otherwise or against the manufacturer of any of the Cars; nor shall this Lease terminate, or the respective obligations of Lessor or Lessee be otherwise affected, by reason of any defect in or damage to or destruction of all or any of the Cars from whatever cause, the taking or requisition of the Cars by condemnation or otherwise, the lawful prohibition of Lessee's use of the Cars, the interference with such use by any private person or corporation, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the rents provided for in this Section 5 and the additional payments provided for in the above subparagraphs A to F, inclusive, shall continue to be payable in all events unless the obligation to pay the same shall be terminated pursuant to the express provisions of this Lease.

6. On or promptly after the commencement of this Lease the Lessee shall, at its own cost and expense, cause to be fastened upon each side of each

of the Cars a metal plate bearing the following words in letters not less than one-half inch in height:

RELCO DTI, LIMITED,
PITTSBURGH, PA., OWNER AND LESSOR;
MANUFACTURERS HANOVER TRUST COMPANY,
NEW YORK, NEW YORK,
MORTGAGEE AND ASSIGNEE.

If during the Term of this Lease any plate so required to be affixed to any of the Cars shall at any time be removed, defaced or destroyed, the Lessee shall immediately cause such plate to be restored or replaced. The Lessee shall not without the consent of the Lessor allow the name of any person, association or corporation to be placed on any of the Cars as a designation which might be interpreted as indicating a claim of interest therein or ownership thereof by any person, association or corporation other than the Lessor; but the Lessee may mark the Cars with the placards, names, initials, numbers and/or other insignia, if any, customarily used by the Lessee on railroad cars of the same or similar type.

7. The Lessee shall, during the continuance of this Lease, in addition to the rentals and other payments herein provided, promptly pay all taxes, assessments and other governmental charges levied or assessed upon the Cars or any thereof or the interest of the Lessee therein or in respect of the use or operation thereof or the earnings arising therefrom, and will promptly pay or reimburse the Lessor for all taxes, assessments and other governmental charges levied or assessed against the Lessor on account of its ownership of the Cars or any thereof or in respect of the use or operation thereof or the earnings arising therefrom (exclusive, however, of any federal or state income taxes on the rentals herein provided, except any such taxes on rentals which are in substitution for, or relieve the Lessee from, the payment of taxes which it would otherwise be obligated to pay or reimburse as hereinabove provided); but the Lessee shall not be required to pay the same so long as it shall in good faith and by appropriate legal or administrative proceedings contest the validity or amount thereof unless by reason of such delay in or failure to make payment, in the judgment of the Lessor, the rights or interests of the Lessor would be materially endangered, and provided that the Lessee shall pay, and shall indemnify and save harmless the Lessor against all costs and charges (including counsel fees) resulting from any such proceeding or from the failure of the Lessee to make any such payments. In the event any tax reports are required to be made on the basis of individual Cars, the Lessee shall either make such reports in such manner as to show the ownership of such Cars by the Lessor or shall notify the Lessor of such requirements and shall make such reports in such manner as shall be satisfactory to the Lessor.

8. The Lessee shall indemnify, save harmless and defend the Lessor against any charge, claim, expense or liability which may arise in any manner out of or as a result of the use or operation of any of the Cars, and shall indemnify, save harmless and defend the Lessor against any claim or suit on account of any event which is claimed to have resulted in damage or injury by reason of the operation of such Car.

9. The Lessee shall have the right, without cost or expense to the Lessor, to make any replacement, change, substitution or addition of any equipment or appliance on any of the Cars, but all parts installed or replacements made by the Lessee upon any of the Cars shall be considered accessions to such Car, and title thereto shall be immediately vested in the Lessor.

10. Subject to the provisions of Section 11 (a) hereof, this Lease shall continue in full force and effect irrespective of damage to any of the Cars; and the Lessee shall, at its own cost and expense, maintain and keep the Cars in good order and repair, ordinary wear and tear excepted.

The Lessee shall comply with all governmental laws, regulations and requirements and with the Rules of Interchange of the Association of American Railroads (or of any successor thereto), to the extent that the same are applicable to the use, maintenance or operation of the Cars. In case any equipment or appliance on any Car shall be required to be changed or replaced, or in case any additional or other equipment or appliance is required to be installed on any Car in order to comply with such laws, regulations, requirements and Rules, the Lessee shall make such change, addition and replacement; and the Lessee shall maintain each of the Cars in full compliance with such laws, regulations, requirements and Rules so long as it is subject to this Lease.

11. (a) In the event that any of the Cars shall become lost, stolen, destroyed, or, in the opinion of the Lessee, damaged beyond economical repair, then this Lease shall terminate in respect of such Car on the last day of the Fiscal Quarter in which the Lessee shall have given notice to the Lessor of the occurrence of such event; and on the first day thereafter that rental hereunder is required to be paid, the Lessee shall surrender such Car, or the remains thereof, if any, as is, where is, to the Lessor or, if so directed by the Lessor, at the Lessor's option, pay to the Lessor the Stipulated Loss Value shown on Schedule B hereto for such Car, in which event Lessor, by bill or sale or other appropriate instrument, will convey to Lessee title to such Car.

(b) In the event that the use of any Car shall be requisitioned or taken during the Term by any governmental authority under the power of eminent domain or otherwise on any basis not involving the taking of title to such Car, such requisition or taking shall not terminate this Lease, and each and every obligation of the Lessee with respect thereto shall remain in full force and effect. So long as the Lessee shall not be in default under

this Lease, the Lessor shall pay to the Lessee all sums received by the Lessor from such governmental authority as compensation for such requisition or taking in respect of any period during the Term.

In the event that any Car shall be otherwise requisitioned or taken during the Term by any governmental authority under the power of eminent domain or otherwise, the Lessee shall pay forthwith to the Lessor the Stipulated Loss Value shown on Schedule B hereto for each such Car. When such payment is made, the Lessor shall pay to the Lessee the entire amount received as compensation for such requisition or taking or, if such compensation has not been paid, the Lessor shall assign to the Lessee all of the Lessor's right to receive the same. Upon such payment by the Lessee to the Lessor, this Lease shall terminate with respect to such Car.

12. The Lessor, by its authorized representatives, but at the sole cost and expense of the Lessor, shall have the right to inspect the Cars or any of them at such times as shall be reasonably necessary to confirm to the Lessor the existence and proper maintenance thereof.

13. The Lessee shall, during the Term of this Lease, furnish to the Lessor on or before the last day of January in each year, commencing with the first year next succeeding the year in which this Lease is dated, and at such other times as the Lessor shall reasonably request, a current certificate signed by the President or one of the Vice Presidents of the Lessee, stating as of the last day of the preceding calendar month:

(a) the Association of American Railroads Assigned Reporting Marks and Numbers of the Cars;

(b) the Association of American Railroads Assigned Reporting Marks and Numbers of all Cars in respect of which this Lease shall have terminated pursuant to subsection (a) or subsection (b) of Section 11 hereof;

(c) that the metal plates required by Section 6 hereof and the Association of American Railroads Assigned Reporting Marks and Numbers were affixed to the Cars; and

(d) that the Lessee was at such date in compliance with provisions of Section 10 hereof.

14. Without the prior written consent of the Lessor, the Lessee shall not (a) except to the extent that in normal operating practice the Lessee may temporarily lease, for periods not in excess of ten days, any of the Cars to others, assign, transfer or encumber its leasehold interest under this Lease in the Cars or any of them, provided that the Lessor shall not unreasonably withhold its consent to an assignment of said leasehold interest, or (b) part with the possession or control of, or suffer or allow to pass out of its possession or control, any of the Cars, except to the extent that normal operating practice in connection with the use of any of the Cars may require

the relinquishment of possession or control thereof. No assignment by the Lessee of its leasehold interest under this Lease in the Cars or any of them, nor consent of the Lessor thereto, shall release the Lessee from its obligations and liabilities hereunder and the Lessee shall always be and remain primarily liable, and not merely as a surety, on and under this Lease and nothing shall relieve or discharge such liability except a formal written release of the Lessor to such effect.

Nothing in this Section 14 shall be deemed to restrict the right of the Lessee to assign or transfer possession of, and interest under this Lease in, the Cars to any corporation (which shall have assumed the obligations of the Lessee hereunder and under the agreement of assignment and consent attached hereto) into or with which the Lessee shall have become merged or consolidated or which shall have acquired the property of the Lease as an entirety or substantially as an entirety.

15. The Lessee shall pay or cause to be paid or discharged, or make adequate provision for the satisfaction or discharge of, any claim against the Lessee which, if unpaid, might become a lien or charge upon or against any of the Cars; but this provision shall not require the payment of any such claim so long as the validity thereof shall be contested in good faith and by appropriate legal or administrative proceedings unless by reason of such delay in or failure to make payment, in the judgment of the Lessor, the rights or interests of the Lessor would be materially endangered and provided that the Lessee shall pay, and shall indemnify and save harmless the Lessor against, all costs and charges (including counsel fees) resulting from any such proceeding or from the failure of the Lessee to pay any such claims.

16. All rights of the Lessor hereunder may be assigned and transferred by it, subject, however, in any case, to the rights of the Lessee hereunder.

17. If during the Term one or more of the following events (herein sometimes called Events of Default) shall occur:

(a) default shall be made in any payment provided for in Sections 5 or 11 hereof and such default shall continue for ten days after notice in writing of such default; or

(b) the Lessee shall make or permit any unauthorized assignment or transfer of this Lease or of possession of the Cars, or any thereof, and shall fail or refuse to cause such assignment or transfer to be canceled by agreement of all parties having any interest therein and to recover possession of such Cars within thirty days after written notice from the Lessor to the Lessee demanding such cancellation and recovery of possession; or

(c) default shall be made in the observance or performance of any other of the covenants, conditions and agreements on the part of

the Lessee contained herein and such default shall continue for thirty days after written notice from the Lessor to the Lessee specifying the default and demanding the same to be remedied; or

(d) a decree or order by a court having jurisdiction in the premises shall have been entered

(1) adjudging the Lessee a bankrupt or insolvent, or

(2) approving as properly filed a petition seeking reorganization of the Lessee under the Bankruptcy Act or under any other State or Federal law relating to bankruptcy or insolvency, or

(3) for the appointment of a receiver or liquidator or trustee in bankruptcy or insolvency of the Lessee or of its property or of any substantial portion of its property, or

(4) for the winding up or liquidation of the affairs of the Lessee,

and such decree or order shall have remained in force undischarged and unstayed for 60 days; or

(e) the Lessee shall

(1) institute proceedings to be adjudged a voluntary bankrupt, or

(2) consent to the filing of a bankruptcy proceeding against it, or

(3) file a petition, answer or consent seeking reorganization or readjustment under the Bankruptcy Act or under any other State or Federal law, or otherwise invoke any law for the aid of debtors, or consent to the filing of any such petition, or

(4) consent to the appointment of a receiver or liquidator or trustee in bankruptcy or insolvency of it or of its property or any substantial portion of its property, or

(5) make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or

(6) take any corporate action in furtherance of any of the aforesaid purposes;

then, in any such case, the Lessor, at its option, may

(A) proceed by appropriate court action or actions, either at law or in equity, to enforce performance by the Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof; or

(B) by notice in writing to the Lessee terminate this Lease, whereupon all right of the Lessee to the use of the Cars shall forthwith terminate as though this Lease had never been made, although the Lessee shall remain liable as hereinafter provided; and thereupon the Lessor may by its agents enter upon the premises of the Lessee or other premises where any of the Cars may be and take possession of all or any of the Cars and thenceforth hold, possess and enjoy the same free from any right of the Lessee, or its successors or assigns, to use the Cars for any purposes whatever; but the Lessor shall, nevertheless, have a right to recover from the Lessee any and all amounts which under the terms of this Lease may be then due, or which may become due, and are unpaid, including rentals accruing hereunder after the date of default up to, but not after, the date Lessor shall terminate this Lease, for the use of the Cars (computing the rental for any number of days less than a Fiscal Quarter by multiplying the rental for such Fiscal Quarter by a fraction of which the numerator is such number of days and the denominator is the total number of days in such Fiscal Quarter) and also to recover forthwith from the Lessee (i) as damages for loss of the bargain and not as a penalty, a sum with respect to each Car equal to the Stipulated Loss Value shown on Schedule B hereto at the time of such termination, and (ii) all additional damages or expenses, including reasonable counsel fees, which the Lessor shall have sustained by reason of the breach of any covenant or covenants of this Lease other than for the payment of rental.

Anything to the contrary hereinabove contained notwithstanding, any nonpayment of rentals due hereunder, whether during the ten-day period within which a default may be cured or for a longer period, shall result in the obligation on the part of the Lessee to pay also an amount equal to 6% (or the lawful rate of interest, whichever is less) of the overdue rentals for the period of time during which they are overdue.

In case Lessor shall terminate the Lease as provided in this Section 17 and shall reasonably designate a point or points upon the railroads or premises operated by Lessee for delivery of the Cars to Lessor, Lessee shall, at its own expense, forthwith and in the usual manner, cause the Cars to be moved to such point or points on the lines of railroad of Lessee as shall be designated by Lessor and shall there deliver the same or cause them to be delivered to Lessor; or, at the option of Lessor, Lessor may keep the Cars on any of the lines of railroad or premises of the Lessee until Lessor shall have leased, sold or otherwise disposed of the same, and for such purpose Lessee agrees to furnish without charge for rent or storage the necessary facilities at any point or points thereon selected by Lessor reasonably convenient to Lessee. It is hereby expressly covenanted and agreed that the covenants in this Section contained are of the essence of this Agreement and that upon application to any court having jurisdiction in the premises

Lessor shall be entitled to a decree against Lessee requiring the specific performance thereof.

The remedies in this Lease provided in favor of the Lessor shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in its favor existing at law or in equity. The Lessee hereby waives any mandatory requirements of law and any rights of redemption, now or hereafter in effect, which might limit or modify any of the remedies herein provided, to the extent that such waiver is permitted by law.

18. Upon the termination of this Lease with respect to any of the Cars the Lessee shall forthwith, at Lessee's cost and expense, deliver possession thereof to the Lessor at the interchange point on Lessee's line designated by Lessor. In order to effectuate such delivery of possession, the Lessee shall at its own cost and expense permit the Lessor to store such Cars on the Lessee's track for a period not exceeding one hundred days at the risk of the Lessor.

19. The Lessee shall forthwith upon execution and delivery of this Lease, cause it and any assignment thereof to be duly filed in conformity with Section 20c of the Interstate Commerce Act. The Lessee shall from time to time do and perform any other act and shall execute, acknowledge, deliver, file, register and record (and shall re-file, re-register or re-record whenever required) any and all further instruments required by law or reasonably requested by the Lessor, for the purpose of proper protection, to the satisfaction of counsel for the Lessor, of its title to the Cars, or for the purpose of carrying out the intention of this Lease. The Lessee shall pay all costs, charges and expenses incident to the filing, re-filing, registering, re-registering, recording and re-recording of any such further instrument or incident to the taking of any such other action.

20. Any notice required or permitted to be given by either party hereto to the other shall be deemed to have been given when deposited in the United States mails, first class postage prepaid, addressed as follows:

If to the Lessor:

Relco DTI, Limited
1940 Koppers Building
Pittsburgh, Pennsylvania 15219
Attention: R. L. Boothman

If to the Lessee:

Detroit, Toledo & Ironton Railroad Co.
13530 Michigan Avenue
Dearborn, Michigan 48121
Attention: Secretary-Treasurer

or to such other address as either party may hereafter designate in writing to the other.

21. This Agreement contains the entire agreement of the parties relating to the matters covered hereby.

22. This Lease may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Lessor and the Lessee have duly executed this Lease as of the date first above written.

RELCO DTI, LIMITED,

Lessor

By

A General Partner

DETROIT, TOLEDO & IRONTON

RAILROAD Co.,

Lessee

By

President

Attest:

R. B. Courtney
Vice President

[CORPORATE SEAL]

SCHEDULE A

Attached to and constituting a part of the Lease of Railroad Cars between Relco DTI, Limited, Lessor, and Detroit, Toledo & Ironton Railroad Co., Lessee, dated as of November 15, 1968.

<u>Reporting Marks and Number</u>	<u>Description of Cars</u>	<u>Manufacturer</u>	<u>Quarter-annual Rental per Car</u>
DTI 1200- 1299, inclusive	100, 100-ton steel coil cars with hoods	Whitehead & Kales Co.	\$435.60

SCHEDULE B

Attached to and constituting a part of the Lease of Railroad Cars between Relco DTI, Limited, Lessor, and Detroit, Toledo & Ironton Railroad Co., Lessee, dated as of November 15, 1968.

STIPULATED LOSS VALUE			
<u>If Loss Occurs During Quarter No.</u>	<u>Stipulated Loss Value Will Be</u>	<u>If Loss Occurs During Quarter No.</u>	<u>Stipulated Loss Value Will Be</u>
1	\$17,766	31	\$13,746
2	17,632	32	13,612
3	17,498	33	13,478
4	17,364	34	13,344
5	17,230	35	13,210
6	17,096	36	13,076
7	16,962	37	12,942
8	16,828	38	12,808
9	16,694	39	12,674
10	16,560	40	12,640
11	16,426	41	12,406
12	16,292	42	12,272
13	16,158	43	12,138
14	16,024	44	12,004
15	15,890	45	11,870
16	15,756	46	11,736
17	15,622	47	11,602
18	15,488	48	11,468
19	15,354	49	11,334
20	15,220	50	11,200
21	15,086	51	11,066
22	14,952	52	10,932
23	14,818	53	10,798
24	14,684	54	10,664
25	14,550	55	10,530
26	14,416	56	10,396
27	14,282	57	10,262
28	14,148	58	10,128
29	14,014	59	9,994
30	13,880	60	9,860

AGREEMENT OF ASSIGNMENT AND CONSENT

MADE as of November 15, 1968 by and between RELCO DTI, LIMITED, a Pennsylvania limited partnership, (herein termed the Assignor), MANUFACTURERS HANOVER TRUST COMPANY, as Agent (herein termed the Assignee), and DETROIT, TOLEDO & IRONTON RAILROAD CO., a ~~Michigan~~ corporation (herein termed the Lessee).

DELAWARE

WITNESSETH:

1. The Assignor, for a good and valuable consideration, the receipt whereof is hereby acknowledged, as security for the payment of the principal and interest upon three certain promissory notes (the "Notes") of even date herewith of Assignor to Assignee and for the performance of all its obligations in the Notes contained, has assigned, transferred, conveyed and set over, and by these presents does irrevocably assign, transfer, convey and set over, to the Assignee all of the Assignor's right, title and interest in and to the rentals payable by the Lessee under the foregoing lease of railroad cars (which lease is herein called the "Lease") dated as of November 15, 1968 between the Assignor, as lessor, and the Lessee, as lessee, together with all other rights, powers, privileges and other benefits of the Assignor under the Lease, including, but not by way of limitation, the immediate right to receive and to collect all rentals and other moneys and security payable to or receivable by the Assignor as lessor under the Lease, and to make all waivers and agreements, to give all notices, consents and releases, to sue for, collect, receive and enforce all payments to be made by the Lessee and compliance on the part of the Lessee with the terms and provisions of the Lease, and to do any and all things whatsoever which the Assignor is or may become entitled to under the Lease.

2. This assignment is executed as collateral security, and the execution and delivery hereof shall not in any way impair or diminish the obligations of the Assignor under the provisions of the Lease nor shall any of such obligations be imposed upon the Assignee. Upon payment of the principal of (and premium, if any) and all unpaid interest on the Notes and of all other sums payable on the Notes and the performance and observance of the provisions thereof and hereof, this assignment shall terminate; provided, that the Lessee shall be fully protected in making payments and otherwise complying with the provisions of this assignment until it shall have received notice in writing from the Assignee that this assignment has terminated.

3. The Assignor hereby agrees that the Assignee shall receive all notices, demands, receipts, statements, documents and other communications of every kind and nature which the Lessee is required or permitted to give, make or deliver to or serve upon the Lessor under the Lease, and hereby irrevocably directs the Lessee to deliver to the Assignee, at its address set forth below, copies of all notices, demands, receipts, statements, documents and other communications given or made by the Lessee pursuant to the Lease.

4. The Assignor covenants and warrants that it is the lawful owner of all rights in and title to the Cars, subject only to the Lease; that it has good and lawful right to assign the rentals and other payments due and to become due under the Lease and the rights, powers, privileges and other benefits hereby assigned, and that its right and title thereto are free from all liens and encumbrances. The Assignor and the Lessee covenant and warrant that the Lease is genuine and in all respects what it purports to be; that all the statements therein contained are true; that they have no knowledge of any facts which might impair the validity of the Lease.

5. The Lessee consents to the foregoing provisions of this Agreement, and agrees to pay and deliver to the Assignee as hereinabove provided, at 40 Wall Street, New York, New York 10015, Attention: Corporate Trust Department, or at such other address as the Assignee may from time to time designate in writing delivered to the Lessee, all rents and other moneys and security assigned to the Assignee, without deduction or offset for any cause, whether arising by reason of the Lease or otherwise, and to deliver to the Assignee at said address copies of all notices and other instruments whatsoever, which are to be delivered by it under the Lease.

6. The Assignor and the Lessee agree that they will not enter into any agreement subordinating, amending, modifying or terminating the Lease without the prior consent thereto in writing of the Assignee, and that any attempted subordination, amendment, modification or termination without such consent shall be void as against the Assignee.

7. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the date first above set forth.

RELCO DTL LIMITED

By

A General Partner

Attest:

MANUFACTURERS HANOVER TRUST
COMPANY, Agent

By

Assistant Vice President

E. F. Cump
Assistant Secretary

[CORPORATE SEAL]

DETROIT, TOLEDO & IRONTON
RAILROAD Co.

Attest:

By

Vice President

President

[CORPORATE SEAL]

R. C. COURTNEY

14 CHARLES L. TOWLE

STATE OF *Michigan*
COUNTY OF *Wayne* } ss:

I, *Marion A. Little*, a Notary Public in and for the said County and State, do hereby certify that on *November 25* 1968, before me in said County and State personally appeared *Charles L. Javle* and *R. L. Courtney* to me personally known to be the identical persons who subscribed the name of DETROIT, TOLEDO & IRONTON RAILROAD CO. to the foregoing Lease of Railroad Cars and to the foregoing Agreement of Assignment and Consent as its President and one of its Vice Presidents, respectively; and being duly sworn they did depose and say that they reside at *Birmingham, Mich* and *Lincoln Park Mich* respectively; that they are the President and a Vice President, respectively, of the corporation described in and on whose behalf the above instruments were executed by them, that they know the seal of said corporation; that the seal affixed to said instruments is such corporation seal; that it was so affixed to each of said instruments by order of the Board of Directors of said corporation and that they executed the same by order of the Board of Directors of said corporation and as their free and voluntary act and deed in their respective capacities therein set forth for the uses and purposes therein set forth; and they declared that the statements contained in each of said instruments are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal as of the day and year first above written.

My place of residence is:

Livonia, Michigan

Marion A. Little
(Notary Public in and for said
County and State

MARION A. LITTLE, NOTARY PUBLIC, WAYNE COUNTY, MICH.
MY COMMISSION EXPIRES MAY 22, 1972

[NOTARIAL SEAL]

STATE OF PENNSYLVANIA }
COUNTY OF ALLEGHENY } SS:

I, ... **MATILDA BARNI** ..., a Notary Public in and for the said County and State, do hereby certify that on November 12, 1968, before me in said State and County personally appeared R. L. Boothman, to me personally known to be the identical person who subscribed the name of RELCO DTI, LIMITED to the foregoing Lease of Railroad Cars and Agreement of Assignment and Consent, as a General Partner, and being duly sworn did depose and say that he resides at 1940 Koppers Building, Pittsburgh, Pa. 15219; that he is a General Partner of the partnership described in and which executed the above instruments; that he was duly authorized by said partnership to execute said instruments; that he acknowledged to me that he executed the same as a General Partner as the free and voluntary act and deed of the said partnership for the uses and purposes therein set forth, and he further declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal as of the day and year first above written.

My place of residence is:

Pittsburgh, Pa.

Matilda Barni

*Notary Public in and for said
County and State*

MATILDA BARNI, Notary Public
Pittsburgh, Allegheny County, Pa.
My Commission Expires
October 21, 1972

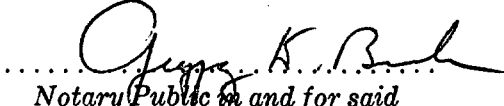
[NOTARIAL SEAL]

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss:

I, **GEOFFREY K. BURKE**, a Notary Public in and for the said County and State, do hereby certify that on November **27** 1968, before me in said County and State personally appeared **T. C. CRANE** and **E. F. COCKING** to me personally known to be the identical persons who subscribed the name of MANUFACTURERS HANOVER TRUST COMPANY to the foregoing Agreement of Assignment and Consent, as one of its Assistant Vice Presidents and Assistant Secretaries, respectively; and being duly sworn they did depose and say that they reside at **WATCH HILL ROAD, PLEKSKILL, N.Y. 10566** and **6702 RIDGE BOULEVARD, BROOKLYN, NEW YORK**, respectively; that they are an Assistant Vice President and an Assistant Secretary, respectively, of the corporation described in and on whose behalf the above instrument was executed by them; that they know the seal of said corporation, that the seal affixed to said instrument is such corporation seal, that it was so affixed by order of the Board of Directors of said corporation, and that they executed the same by order of the Board of Directors of said corporation and as their free and voluntary act and deed in their respective capacities therein set forth for the uses and purposes therein set forth; and they declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal as of the day and year first above written.

My place of residence is: **510 E. 85TH ST. NEW YORK N.Y.**


Notary Public in and for said
County and State

GEOFFREY K. BURKE
Notary Public, State of New York
No. 31-0499865
Qualified in New York County
Commission Expires March 30, 1969
[NOTARIAL SEAL]